

R: 176-10

**LETTER OF AGREEMENT
G10-01**

Whereas, the COMMUNICATIONS WORKERS OF AMERICA and the BOROUGH OF GLASSBORO wish to prevent layoffs during 2010 through savings in employee salaries; and

Whereas, the Union and the Employer wish to settle the dispute between them regarding the calculation of hourly and bi-weekly rates of pay for 2010,

Now, therefore, the parties agree as follows:

(1) Notwithstanding any language in the contract between them to the contrary, the regular hourly rates for positions with a 40-hour full-time workweek will be calculated by dividing 2,160 into an employee's annual salary during the year 2010. For purposes of overtime and on-call pay, the hourly rates will continue to be calculated using 2,080 as the divisor. Beginning with the first pay of 2011, the Employer will revert to using 2,080 for regular hourly rates as well.


(2) The Union withdraws Grievance 10-01-11.

(3) The above terms are not intended as an admission by either party regarding the merits of the grievance or the proper interpretation of the contract, nor will they be deemed to set any precedent.


(4) During 2010, the Employer may implement four furlough days, during which all employees represented by CWA will be required to take the day off without pay, provided that the same furloughs will be applied to non-union employees as well, but excluding police and fire personnel. Furlough days will be on May 28, July 2, September 3, and December 27 for departments other than the Highway Department. Furloughs in the Highway Department will be on June 7, July 12, September 13, and December 20. It is understood that municipal court employees may be required to work part of a furlough day, provided the furlough time is made up on a different day to be scheduled by the Employer.

(5) Notwithstanding sections 6.1 and 6.2 of the contract, the Employer may schedule the Bus Driver on a part-time basis consisting of 35 hours per week, from 8:30 to 3:30 PM daily, with a corresponding decrease in pay.

(6) As inducement for the Union to enter into this agreement, the Employer represents that it will not lay off any employees represented by CWA during the year 2010. If any employees represented by CWA are laid off during 2010, the Union will be entitled to rescind the above concessions.


Richard Dann, President
CWA Local 1085

5/6/10
Date


Joseph Brigandi, Borough Administrator
Borough of Glassboro

4/29/10
Date